

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

(Sheet 1 of 6 sheets)

Plan:

**DRAFT ONLY**  
**REVISION: 00, DATE: 06/04/2023**  
**NOT FOR INVESTIGATION**  
**AT NSW LRS**

Plan of Subdivision of Lot 52 in DP 1282638  
covered by Subdivision Certificate No.  
Dated:

**Full name and address  
of the owner(s) of the land:**

AUSTRAL NORTH NOMINEE PTY LTD  
(ACN 647 661 710)  
Level 5, 65 Walker Street  
North Sydney NSW 2060

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Access & Maintenance 0.9 Wide (A)	101 102 105 106	102 103 104 105
2	Easement for Access & Maintenance 0.9 Wide (A1)	106	107
3	Restriction on the Use of Land	106 & 107	Liverpool City Council
4	Positive Covenant	Each Lot	Liverpool City Council
5	Restriction on the Use of Land	101 – 106 inclusive	Liverpool City Council
6	Restriction on the Use of Land	106	Liverpool City Council
7	Restriction on the Use of Land	Each Lot	Every other Lot

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Attesting Witness

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## Part 2 (Terms)

### Terms of Easement numbered 1 and 2 in the abovementioned plan:

1.1 The owner of the lot benefited may:

- (a) With prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
  - (i) The lot benefited;
  - (ii) Any structure constructed or to be constructed by the owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) Do anything reasonably necessary for that purpose including:
  - (i) Entering into the lot burdened;
  - (ii) Taking anything onto the lot burdened; and
  - (iii) Carrying out the necessary works.

1.2 In exercising the rights under this clause 1, the owner of the lot benefited must:

- (a) Ensure that all work on the lot benefited is done properly and carried out as quickly as practicable;
- (b) Cause as little inconvenience to the owner and any occupier of the lot burdened;
- (c) Cause as little damage as practicable to the lot burdened and any improvement on it;
- (d) Restore the lot burdened as nearly as is practicable to its former condition; and
- (e) Make good any collateral damage.

1.3 The owner of the lot benefited indemnifies the owner of the lot burdened against any damage, injury, costs, expenses, liability, claim, suits or other actions arising from the exercise of the rights under this easement.

1.4 The owner of the lot burdened must not place any obstructions within the easement site or erect any building or other structure of any kind on or over the easement site except for any dwelling or garage or wall and/or slab, eave and/or gutter, meter boxes and/or roof structure attached to any dwelling or garage that has been granted development approval by Liverpool City Council, and

1.5 The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Liverpool City Council to determine any dispute in relation to the Easement for Access & Maintenance and any dispute is a civil matter to be resolved with the relevant parties.

**The Authority** whose consent is required to release, vary or modify the Easements numbered 1 & 2 in the abovementioned plan is **Liverpool City Council**.

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Attesting Witness

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**Terms of Restriction numbered 3 in the abovementioned plan:**

No dwelling shall be erected on the lot(s) hereby burdened unless sited and constructed in accordance with controls set out in the Building Envelope Plan prepared by Orion Consulting (Project No. 22-0181, Set No. 2, Plan 002, Revision A, Dated 29/09/2022), approved by Liverpool City Council.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 3 in the plan is **Liverpool City Council**.

**Terms of Positive Covenant numbered 4 in the abovementioned plan:**

The registered proprietor of the lot(s) hereby burdened will maintain at the sole expense of the registered proprietor the whole of their lot as an Asset Protection Zone (Inner Protection Area), in accordance with Planning for Bushfire Protection 2019 (or equivalent where this document is superseded).

**The Authority** whose consent is required to release, vary or modify the Positive Covenant numbered 4 in the plan is **Liverpool City Council**.

**Terms of Restriction numbered 5 in the abovementioned plan:**

No driveway shall be constructed for the lot(s) hereby burdened unless it is located in accordance with the approved plans and notice of determination (Development Consent) for DA-1097/2022.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 5 in the plan is **Liverpool City Council**.

**Terms of Restriction numbered 6 in the abovementioned plan:**

No driveway crossing shall be constructed for the lot(s) hereby burdened unless it is located no closer than 6 metres to the kerb and gutter tangent point.

**The Authority** whose consent is required to release, vary or modify the Restriction numbered 6 in the plan is **Liverpool City Council**.

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Attesting Witness

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**Terms of Restriction numbered 7 in the abovementioned plan:**

No Fence shall be erected on each lot burdened to divide it from any adjoining land owned by the abovementioned proprietors without the consent of the abovenamed proprietors but such consent shall not be withheld if such fence is erected without expense to the abovenamed proprietors provided that this restriction shall remain in force only during such time as the abovenamed proprietors are the Registered Proprietors of any land and shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

**The Corporation** whose consent is required to release, vary or modify the Restriction numbered 7 in the abovementioned plan is **AUSTRAL NORTH NOMINEE PTY LTD** of Level 5, 65 Walker Street, North Sydney for such period as they are the registered proprietor of any lot in this plan of subdivision or any lot in a plan of re-subdivision of any part of this plan. All costs associated with any such release, variation or modification shall be borne by the applicant.

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Attesting Witness